Case 17-18685-elf Doc 103 Filed 05/30/21 Entered 05/31/21 00:45:30 Description Description

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 17-18685-elf

Joanne R. Felder Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: May 28, 2021 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 30, 2021:

Recipi ID Recipient Name and Address

db + Joanne R. Felder, 1459 McKinley Street, Philadelphia, PA 19149-2706

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 30, 2021 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 28, 2021 at the address(es) listed below:

Name Email Address

JOHN L. MCCLAIN

on behalf of Debtor Joanne R. Felder aaamcclain@aol.com edpabankcourt@aol.com

REBECCA ANN SOLARZ

on behalf of Creditor HSBC BANK USA NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3

bkgroup@kmllawgroup.com

REBECCA ANN SOLARZ

on behalf of Creditor HSBC BANK USA NATIONAL ASSOCIATION bkgroup@kmllawgroup.com

SARAH ELISABETH BARNGROVER

on behalf of Creditor HSBC BANK USA NATIONAL ASSOCIATION AS TRUSTEE FOR WELLS FARGO HOME EQUITY ASSET-BACKED SECURITIES 2006-3 TRUST, HOME EQUITY ASSET-BACKED CERTIFICATES, SERIES 2006-3

amps@manleydeas.com

SARAH ELISABETH BARNGROVER

on behalf of Creditor HSBC BANK USA NATIONAL ASSOCIATION amps@manleydeas.com

District/off: 0313-2 User: admin Page 2 of 2
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United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

 $WILLIAM\ C.\ MILLER,\ Esq.$

ecfemails@ph13trustee.com philaecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Joanne R. Felder

Debtor(s)

HSBC Bank USA, National Association, as
Trustee for Wells Fargo Home Equity AssetBacked Securites 2006-3 Trust, Home Equity
Asset-Backed Certificates, Series 2006-3

Secured Creditor
vs.

Joanne R. Felder

CHAPTER 13

CHAPTER 13

NO. 17-18685 ELF

NO. 17-18685 ELF

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Secured Creditor on the Debtor's residence is \$24,193.43, which breaks down as follows;

Post-Petition Payments: \$1,476.38 for January 2020 through February 2020

Trustee

\$1,447.04 for March 2020 through May 2021

Suspense Balance: (\$464.93) **Total Post-Petition Arrears \$24,193.43**

William C. Miller Esq.

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$24,193.43.
- b). Secured Creditor shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$24,193.43 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

- 3. Beginning with the payment due June 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,447.04 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- 4. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Secured Creditor shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, the Secured Creditor shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Secured Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting the Secured Creditor relief from the automatic stay.
 - 6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 7. If the case is converted to Chapter 7, the Secured Creditor shall file a Certification of Default with the court and the court shall enter an order granting the Secured Creditor relief from the automatic stay.
- 8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 9. The provisions of this stipulation do not constitute a waiver by the Secured Creditor of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

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10.	The parties agree	, mai a i	tacsiiiii	ic signature	Sman oc	Constacted	an ongma	Signature.

Date: May 10, 2021 /s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esq.
Attorney for Movant

Date: May 25, 2021 Mitchell J. Prince, Esq.

John L. McClain Esq. \Mitchell J. Prince, Esq.

Attorney for Debtor(s)

Date: May 26, 2021 /s/ LeRoy W. Etheridge, Esquire, for*

William C. Miller Esq. Chapter 13 Trustee

*No objection to its terms, without prejudice to any of our rights and remedies

ORDER

Approved by the Court this ___ day of _______, 2021. However, the court retains discretion regarding entry of any further order.

Date: 5/28/21

Bankruptcy Judge Eric L. Frank